

# **City Council Meeting Packet**



**August 7, 2018**

## AGENDA

Norton City Council

August 7, 2018

6:00 P.M.

1. Roll Call
2. Invocation – Rev. Roger Sloce
3. Pledge of Allegiance
4. Approval of Minutes
  1. Meeting of July 17, 2018
5. Audience for Visitors
6. Public Hearing:
  - A. A Public Hearing to Consider Amending Chapter 8 (Fire Prevention and Protection), Section 8-34 (Qualifications and Number of Members) of the City Code.
    1. Public Hearing
    2. Comments by City Council
    3. Consideration by Council
7. New Business
  - A. Resolution to Authorize the City Manager to Submit the US23/Alt. 58 NB Ramp Project Through the Virginia Department of Transportation's Smart Scale Program for the FY2020 Six-Year Improvement Program Cycle.

- B. Authorization to Enter Into a Lease/Purchase Agreement to Purchase New Mainframe Components.
  - C. Overview of a School Resource Officer Grant Opportunity.
  - D. Overview of the Opportunity SWVA Community Builder Program.
  - E. Update on the 2018 High Knob Outdoor Festival to be Held August 18, 2018.
  - F. Update on the City's Proposed Façade Improvement Program.
  - G. Updated on the City's Second Entrepreneurial Business Plan Challenge.
  - H. Confirmation of a Check/Transfer in Excess of \$100,000.
  - I. Closed Meeting for Personnel as Per Section 2.2-3711 (A) (1) of the Code of Virginia as Amended.
    - 1. Appointment to the Norton Social Services Advisory Board to Fill the Unexpired Term of Dorie Stidham Whose Term Expires 08/05/20.
    - 2. Appointment to the Tourism Committee, Currently Jane Sandt Whose Term Expires 09/30/21.
    - 3. Appointment to the Heart of Appalachia Regional Tourism Authority for a Two Year Term.
- To 07/01/20
- 4. Appointment to the Highway Safety Commission, Currently Fred McConnell Whose Term Expires 01/31/19.
- 8. Comments by the City Manager, City Attorney, and City Council.
  - 9. Adjournment.

The regularly scheduled meeting of the Norton City Council was held Tuesday, July 17, 2018, at 6:00 p.m., in the Municipal Council Chambers with Mayor William Mays presiding.

Present: Mark Caruso, William Mays, Joseph Fawbush, and Delores Belcher

Also Present: Fred L. Ramey, Jr., City Manager, and Bill Bradshaw, City Attorney

Absent: Robert Fultz, Jr.

The invocation was given by Pastor Freddie Powers and was followed by the Pledge of Allegiance led by Police Chief James Lane.

Upon a motion by Councilman Fawbush, seconded by Councilwoman Belcher, and passed by the following vote: YES – Caruso, Mays, Fawbush, Belcher, NO – None, ABSENT – Fultz, ABSTAIN – None, Council moved to adopt the minutes of the June 19, 2018, meeting as presented.

There was no response to the Mayor's Call for Visitors.

A public hearing was held on An Ordinance of the City Council of the City of Norton, Virginia, to consider changes to Chapter 18 – Procurement Code of the Norton City Code.

Mr. Ramey advised the city attorney had completed a comprehensive update to Chapter 18 of the Norton City Code and the proposed copy included in council's packet is in compliance with the Virginia State Code.

Mr. Bradshaw said the Procurement Ordinance was modernized considerably and is up-to-date with the Virginia Public Procurement Act of the Code of Virginia that was effective July 1, 2018.

Mayor Mays opened the public hearing.

There being no public comment, Mayor Mays closed the public hearing.

The city attorney noted that the updated Procurement Ordinance will repeal the current provisions of Chapter 18 for the city in its entirety and substitute these provisions 30 days after adoption.

Upon a motion by Councilman Fawbush, seconded by Councilwoman Belcher, and passed by unanimous roll call vote, council moved to adopt An Ordinance of the City Council of the City of Norton, Virginia, updating Chapter 18 – Procurement Code of the Norton City Code. (Insert)

Council had been presented with A Moral Obligation Resolution in Support of Norton City Schools' Lease Purchase Agreement.

The city manager said First Bank and Trust is requiring a Moral Obligation Resolution from the city indicating council is supportive of Norton City Schools purchasing a new school bus through a lease/purchase agreement. Mr. Ramey said Mr. Bradshaw has reviewed the bank note from First Bank and Trust and prepared a draft Moral Obligation Resolution in Support of Norton City Schools' Lease Purchase Agreement for council's consideration.

The city attorney said the proposed resolution does not obligate the city to pay for the school bus. However, if the school system should default on the lease/purchase agreement the bank would look to the city to pay for the purchase of the school bus as a moral obligation. He also noted the school system will receive the title for the bus but there will be a lien noted on the title that the bus is collateral for the bank note until the financial obligation is repaid.

Upon a motion by Councilwoman Belcher, seconded by Councilman Fawbush, and passed by the following unanimous roll call vote, YES – Caruso, Mays, Fawbush, Belcher, NO – None, ABSENT – Fultz, ABSTAIN – None, council moved to adopt A Moral Obligation Resolution in Support of a Norton City Schools' Lease/Purchase Agreement to purchase a 2018 Thomas Built 77 passenger school bus. (Insert)

The next agenda item was a presentation by Norton Fire Chief Todd Lagow on a proposed Junior Fire Fighter Program.

Prior to his presentation, Fire Chief Lagow advised that the Federal Emergency Management Agency's (FEMA) Assistance to Firefighters Grant that was applied for in 2016 was awarded. He said the grant was a regional grant application and that the city has received 24 new self-contained breathing apparatuses (SBA). He said the total project cost was approximately \$340,000 and the city's local share was \$7,500. He said the grant funds have been received from FEMA and the Big Stone Gap Fire Department received 28 SBA's as part of the regional application.

Fire Chief Lagow said the Norton Fire Department has been considering an explorer program for several years. He said the program would be sponsored by the Boy Scouts through the Scout Explorer Program and the Norton Junior Fire Department would pay dues to the Boy Scouts. Chief Lagow said the Boy Scouts would also provide insurance and the explorer activities with the department would be limited. He said the explorers would provide logistics, lighting, and other details, excluding firefighting, as part of the program. Chief Lagow said the cost would be \$256 annually for five junior firefighters and that The Lane Group would provide funding for FY19. He noted that participants must be between the ages of 16 to 18, maintain a 2.0 grade point average, live in the service area, and have their parents' permission to join the organization. Chief Lagow said training would be provided by the state and the largest cost would be providing protective equipment for the participants.

The City Manager added that Mr. Bradshaw and the city's insurance company have reviewed the Norton Fire Department Junior Firefighter Policies and Procedures and their suggestions have been incorporated into the handbook. Mr. Ramey noted that for council to move forward with approval of the junior program, Chapter 8 – Fire Prevention and Protection of the City Code will have to be modified to allow the Norton Fire Department to have a Junior Firefighter Program.

Mr. Bradshaw informed council that if they were in favor of the proposed Junior Firefighter Program he could draft a proposed ordinance to consider changes to Chapter 8 – Fire Prevention and Protection and a public hearing could be advertised for the August 7<sup>th</sup> meeting.

Mayor Mays commended Norton Fire Department for its service and for working with area youth.

It was the consensus of council to authorize the city attorney to prepare a draft ordinance of the City Council of the City of Norton, Virginia, amending Chapter 8 – Fire Prevention and Protection of the Norton City Code to include the allowance of a Junior Firefighter Program in the Norton Fire Department, and to authorize the city manager to advertise a public hearing on the proposed amendment.

Next, Fire Chief Todd Lagow informed council the Norton Rescue Squad (NRS) has been approved for a \$250,000 grant to purchase a new ambulance through the 2018 Rescue Squad Assistance Fund Grant Program. He said the squad also received funding to pay 50 percent of the cost to purchase a Lucas Cardiopulmonary Resuscitation Device (Lucas CPR Device), which is an automated chest compression machine. Chief Lagow said NRS's local share to purchase a Lucas CPR Device totals \$36,420. He stated the squad will use the \$10,000 in their Capital Fund and do fundraisers to try to raise the additional \$25,000 needed to offset the squad's cost to purchase the chest compression machine.

The city manager added the Capital Fund referred to by Chief Lagow is the \$10,000 council already contributed to NRS to purchase the Lucas CPR Device from unused NRS funds in the General Operating Fund's FY18 Budget.

Included in council's packets for consideration was a Memorandum of Agreement (MOA) Between Kids Central, Inc., Head Start (KCI) and the City of Norton Department of Social Services (Norton DSS).

Mr. Ramey said the MOA basically places in writing the agreement already existing between Norton DSS and KCI and it is mainly required because of grant funding. He stated Norton DSS Director Sara Ring was in attendance to answer any questions council may have regarding the MOA.

Upon a motion by Councilman Caruso, seconded by Councilwoman Belcher, and passed by unanimous vote, Council moved to authorize the Director of Norton Social Services to execute the Memorandum of Agreement Between Kids Central, Inc., Head Start and the City of Norton Department of Social Services.

Mr. Ramey stated he received an email in October 2017 from Samantha Robinson-Lo'Ren who was a rising senior at Berea College in Berea, Kentucky. Mr. Ramey said Ms. Lo'Ren inquired about a possible summer internship with Norton Parks and Recreation Department's (P&R) Summer Kids' Programs and that she was in attendance to provide council with an update on her internship this summer.

Ms. Lo'Ren informed council she is working towards a double major and will be certified in Mass Media Engineering and Women's and Gender Studies. Ms. Lo'Ren said the internship has allowed her to use both of her majors and she is thankful for the experience. She updated council on various P&R activities she had been involved with during her time with the city, including a theatre camp she instructed.

Following Ms. Lo'Ren's update, Mayor Mays presented her with an Outstanding Service Award plaque from council and a photo was taken with members.

Council had a copy of a check in their packet for confirmation. The check was to the City of Norton General Operating Fund, dated June 25, 2018, in the amount of

\$337,015.44, and was for Norton City Water Department's employee payroll and fringe benefits for the remainder FY17

Upon a motion by Councilman Caruso, seconded by Councilman Fawbush, and passed by the following unanimous roll call vote, YES – Caruso, Mays, Fawbush, Belcher, NO – None, ABSENT – Fultz, ABSTAIN – None, council moved to the confirm the check as stated above.

Upon a motion by Councilman Caruso, seconded by Councilman Fawbush, and passed by unanimous roll call vote, council moved to go into closed meeting to discuss personnel as per Section 2.2-3711 (A) (1) of the Code of Virginia, as amended.

Mayor Mays declared council in closed meeting.

At this time, Mayor Mays excused the city attorney from the meeting.

Upon a motion by Councilman Caruso, seconded by Councilman Fawbush, and passed by unanimous vote, council moved to go back into open meeting.

Mayor Mays declared council back in open meeting.

The Clerk polled each member of council as to the Certification of Closed Meeting with each answering yes. The Clerk then read a Resolution of the Certification of Closed Meeting.

Upon a motion by Councilman Caruso, seconded by Councilman Fawbush, and passed by unanimous vote, council moved to adopt A Resolution of the Certification of Closed Meeting. (Insert)

Mayor Mays opened the floor for nominations to the Norton Social Services Advisory Board to fill the unexpired term of Lann Malesky whose term expires on May 22, 2019.

Councilman Caruso nominated Jen Boa to fill the unexpired term on the Norton Social Services Board to expire on May 22, 2019.

Upon a motion by Councilman Fawbush, seconded by Councilwoman Belcher, and passed by unanimous vote, council moved that the nominations cease.

Mayor Mays declared Jen Boa appointed to fill the unexpired term of Lann Malesky whose term expires on May 22, 2019.

Mayor Mays opened the floor for nominations to the Norton Social Services Advisory Board to fill the unexpired term of Ann Holbrook whose term expires on May 22, 2019.

Councilman Caruso nominated Jessica Fultz to fill the unexpired term on the Norton Social Services Board to expire on May 22, 2019.

Upon a motion by Councilman Fawbush, seconded by Councilwoman Belcher, and passed by unanimous vote, council moved that the nominations cease.

Mayor Mays declared Jessica Fultz appointed to fill the unexpired term of Ann Holbrook whose term expires on May 22, 2019.

Mayor Mays opened the floor for nominations to the Black Diamond Rural Conservation Development Council for a two-year term to expire on July 1, 2020.

Councilman Fawbush nominated Adams Wells to be reappointed to the Black Diamond Rural Conservation Development Council for a two-year term to expire on July 1, 2020.

Upon a motion by Councilman Caruso, seconded by Councilwoman Belcher, and passed by unanimous vote, council moved that the nominations cease.

Mayor Mays declared Adam Wells reappointed to the Black Diamond Rural Conservation Development Council for a two-year term to expire on July 1, 2020.

Mayor Mays opened the floor for nominations to the Norton Planning Commission for a four-year term to expire on July 31, 2022.

Councilwoman Belcher nominated Robert Isaac to be reappointed to the Norton Planning Commission for a four-year term to expire on July 31, 2022.

Upon a motion by Councilman Fawbush, seconded by Councilman Caruso, and passed by unanimous vote, council moved that the nominations cease.

Mayor Mays declared Robert Isaac reappointed to the Norton Planning Commission for a four-year term to expire on July 31, 2022.

In comments from the City Manager:

Mr. Ramey said the Independence Day Celebration held Saturday, July 7<sup>th</sup>, was successful. He said the city did receive several compliments about this year's fireworks display and a few complaints about not having fireworks on July 4<sup>th</sup>.

At this time, council was in consensus to celebrate next year's Independence Day on Saturday, July 6, 2019, and authorized the city manager to have the fireworks display and other Independence Day activities on Saturday, July 6, 2019.

Mr. Ramey informed council the city is scheduled to receive another AmeriCorps/National Civilian Conservation Corps Team in August, and the city will partner again with Camp Bethel to house the team.

City Administration was recently notified by Blue Ridge Outdoors magazine that the city will again be included in their Top Adventure Town Contest. The competition is separated into three categories based upon the size of the community. Mr. Ramey is encouraging everyone to vote for the city through the online voting link on the Blue Ridge Outdoors website.

Mr. Ramey said city administration is planning the first High Knob Outdoor Festival on Saturday, August 18<sup>th</sup>, at the Norton Friends & Farmers Market and Expo Center. He said three musical groups are scheduled to perform, several groups will be tabling, and the city's first beer garden will be included.

He said as of July 15<sup>th</sup>, 64 participants from 20 states and two countries had registered for the Cloudsplitter 100 Ultra Trail Race.

Mr. Ramey said the Southwest Virginia Rally Project conducted by the city's Community Builder Daniel Pinard has concluded and community representatives have selected a stage for the Norton Friends & Farmers Market and Expo Center as the top priority. He said the stage has been ordered and is expected to be delivered in time for the High Knob Outdoor Festival.

He said he was contacted about the possibility of a large car show event being relocated to the city's downtown. He said the organizer wants to close several streets on a Saturday evening and the event is in the preliminary stages.

Mr. Ramey reminded council of the 2018 Virginia Municipal League (VML) Conference scheduled in Hampton, Virginia, and asked members to advise him if they plan to attend.

He provided council copies of the planned High Knob Outdoor Festival, the latest Retail Sales Tax Report, and traffic counts for Route 619 and the entrance to Flag Rock.

Councilman Caruso asked the city manager to share the Route 619 traffic counts with the U.S. Forest Service.

The following comments were made by council members:

It was the consensus of council to schedule a workshop from 9:00 to 11:00 a.m., Saturday, August 11<sup>th</sup>, in the Municipal Council Chambers.

Councilman Fawbush said he and Mr. Ramey met with the Appalachian Regional Commission's (ARC) federal co-chair Tim Thomas. He said we shared with Mr. Thomas current city projects and they visited Flag Rock Recreation Area, the Woodbooger statue, and High Knob Tower.

Mayor Mays said he was pleased to welcome and be able to speak with Congressman Morgan Griffith at the city's Independence Day celebration on Saturday, July 7<sup>th</sup>.

There being no further business to come before Council, the meeting adjourned.

CITY OF NORTON, VIRGINIA

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William Mays, Mayor

ATTEST:

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Clerk of Council

**BEING AN ORDINANCE AMENDING CHAPTER 8, (FIRE PREVENTION AND PROTECTION), SECTION 8-34 (QUALIFICATIONS AND NUMBER OF MEMBERS)**

WHEREAS, Council has been requested to amend Chapter 8 (Fire Prevention and Protection) of the Code of the City of Norton so as to permit persons 16 years of age or older to become members of the Norton Fire Department, and

WHEREAS, having duly advertised and held a public hearing concerning the proposed amendment, Council decided to enact it.

NOW THEREFORE, BE IT ORDAINED as follows:

1. That Chapter 8, Section 8-34 as presently stated be, and it hereby, repealed.
2. That Chapter 8, Section 8-34 as attached hereto as a part hereof be, and it is hereby, substituted for and in the place of the current code provision.
3. That this Ordinance shall be effective thirty (30) from the date of its adoption.

ADOPTED: August 7, 2018

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF CITY COUNCIL

<u>Name</u>	<u>For</u>	<u>Against</u>
Delores Belcher	_____	_____
Joseph Fawbush	_____	_____
Mark Caruso	_____	_____
Robert Fultz	_____	_____
William Mays	_____	_____

1. Any citizen of good reputation residing in the City or the immediate vicinity and eighteen (18) years of age or older shall be eligible for membership in the department; provided, that he or she passes the necessary physical examination and that his or her membership has been approved by the City Manager prior to his or her election as a member of the department.

1.1. Participation by minors, 16 years of age or older.

1.1.1. Subject to restrictions established by the department, any minor who is 16 years of age or older, a resident of the Commonwealth of Virginia, and a member of the Norton Fire Department, is authorized to work with or to participate fully in all activities of Norton Fire Department; provided that Norton Fire Department has satisfied insurance requirements and further provided such person has first given to the department written record of the following:

- a) Proof of residency in the Commonwealth of Virginia;
- b) Written record of his or her parent's or guardian's approval of such participation; and
- c) Certification under National Fire Protection Association 1001, level one, firefighter standards, as administered by the state department of fire programs.

1.1.2. The written records of residency; certification under National Fire Protection Association 1001, level one, firefighter standards; and parental or guardian consent shall be kept on file in the office of the fire department for each participant who is enrolled in Norton Fire Department pursuant to this section.

2. The department shall consist of not less than twenty (20) active members who shall perform the actual duties of firefighters as required by the laws of the state, this Code and other ordinances of the City and the rules, regulations and bylaws of the department. The maximum number of active members shall be set by the City Manager with the approval of the City Council.



July 18, 2018

## **NOTICE OF PUBLIC HEARING**

The City Council of the City of Norton, Virginia will hold a Public Hearing on Tuesday, August 7, 2018 at 6:00 PM in the Municipal Council Chambers located at 618 Virginia Avenue, N.W., Norton, Virginia. The purpose of the hearing is to receive public comments on proposed amendments to Chapter 8 (Fire Prevention and Protection) of the City Code to allow a Junior Firefighting Explorers Program. A copy of the proposed ordinance will be available for inspection Monday through Friday between 8:30 A.M. and 5:00 P.M. in the City Manager's Office or available at [www.nortonva.gov](http://www.nortonva.gov). All attendance and comments at the meeting are encouraged and welcome.

Fred L. Ramey, Jr.

City Manager

***This institution is an equal opportunity provider and employer.***

**TO THE COALFIELD:**

Please run in the Tuesday, July 24<sup>th</sup> and July 31<sup>st</sup> editions of the Coalfield.



## CITY OF NORTON NORTON FIRE DEPARTMENT JUNIOR FIREFIGHTER POLICIES & PROCEDURES

### Purpose and History

The Norton Fire Department was established in 1921 to provide fire protection services to the community.

In 2018 a volunteer junior firefighter program was established to develop youth with fire training and service. Being a junior firefighter is a rewarding way to learn skills used in firefighting and emergency medicine. Upon learning a minimum number of skills, advanced juniors can and are expected to respond to emergency calls under the supervision of senior firefighters. The tasks that junior firefighters do, free up qualified senior firefighters to perform other crucial tasks. Juniors will learn on the job and with regular training, be able to fight real fires once becoming a full senior member. All training, uniforms and personal protective equipment are provided at no cost. Being a firefighter can be a dangerous job. Strict laws exist to protect minors from the most hazardous dangers. For example, junior firefighters will never enter a burning building or operate on top of a roof. Norton Fire Department takes safety very seriously and will not tolerate horseplay during training or real emergencies.

It must also be recognized that during emergency conditions, a junior might be asked to complete a task prohibited by law. In this case, the junior firefighter must take responsibility to alert the member asking to the fact it is prohibited. You should then report the request to command at the scene. Once back at the station, you should report the incident to a junior advisor so that follow up training can be provided to the crew.

**YOU SHOULD NEVER INTENTIONALLY BREAK THE LAW, EVEN IN AN EMERGENCY SITUATION.**

### Introduction

The requirements to be a junior firefighter are as follows. Junior firefighters must be at least 16 years old but not older than 18 years old. They must be able to follow directions under stressful conditions. They should be in good physical condition to perform essential fire ground tasks. Juniors should be willing and able to attend at least 50% of scheduled meetings and required training. Special trainings are optional but highly encouraged. Juniors must maintain a C average or higher in their schoolwork to remain active.

Junior firefighters need to be self-starters and be willing to learn. Juniors who regularly strive to learn more and be involved will be rewarded with increasing levels of responsibility and opportunities. Junior members who do not contribute to the department will be removed from active status to allow other juniors the opportunity to participate.

The fire department is proud of its members; junior members are expected to conduct themselves in a professional manner when representing the fire department. Talking about internal fire department activities including finances and other fire departments reduces the public trust and will be dealt with appropriately. The Junior firefighter program is a **VOLUNTEER** organization.

We are happy to have you as a member of the City of Norton Fire Department. We look forward to some great training and your assistance during actual emergencies.

Norton Fire Department  
618 Virginia Avenue  
P.O. Box 618  
Norton, Virginia 24273-0618



Phone: (276) 679-1160  
Fax: (276) 679-3510  
[www.nortonva.org](http://www.nortonva.org)

## **Rules and Regulations**

- The general standard of conduct is to act in the manner of a professional. Junior firefighters represent Norton Fire Department (NFD), and are expected to be courteous and respectful to fellow firefighters, emergency service personal, and the citizens served by NFD.
- The NFD maintains a “zero tolerance” policy with respect to drug and alcohol use and violations of public laws. Any possession or use of alcohol or illegal drugs, or being under the influence of on NFD premises or apparatus, emergency scene, training drill, official function or while in NFD uniform will result in immediate and permanent suspension from NFD Junior Firefighter Program.
- Junior Firefighters shall not take or possess any photos from an incident/scene including electronic and/or hardcopy.
- Junior Firefighters are not allowed to post any photos or information on social media (i.e. Facebook, Twitter, Instagram ...), related to an incident/scene.
- Junior Firefighters are not to participate in any NFD activity, including emergencies during school hours. Junior Firefighters are not to leave school or a school sponsored activity for a NFD emergency call or training.
- A committee made up of members of the regular fire department, assigned by the Chief, will act as the “Junior Advisors”.
- The regular fire department officers and Junior Advisors will directly supervise the Junior Fire Department.
- The Junior Fire Department shall abide by all federal, state and departmental rules and regulations.
- All members of the Junior Fire Department shall meet the minimum standards and must provide at least 2 references which will be checked prior to initial interview.
- Junior members do not have voting privileges within the regular fire department. They may attend meetings, but might be asked to leave the room while some issues are discussed.
- NFD has established a limit of 5 junior positions, if more applications are received; candidates will be evaluated in order in which the applications were received.
- Dependents of active fire department personnel are automatically accepted regardless of the total number of junior members currently on hand with approved background checks.
- All juniors must complete the department Junior Orientation Program (JOP). This program includes departmental procedures, building policies, apparatus orientation and command structure.
- All fire department members must recognize rules and regulations that govern minors and their safety. Junior members are not permitted to participate in activities that are prohibited. Junior members must recognize when they have been asked to perform something not appropriate and will report this to the requesting firefighter and commanding officer.

Norton Fire Department  
618 Virginia Avenue  
P.O. Box 618  
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- Only officers may talk to the media. All junior members will refer all questions regarding the fire department to the most senior officer on the scene. Juniors are expected to represent the fire department in a positive manner. It is not appropriate to discuss internal matters of the fire department or talk negatively about other fire departments.
- Junior members and their immediate family may use the station by request and approval of your junior advisor. DO NOT bring your friends to hang around the fire station. An occasional, small group is permitted with the approval of your junior advisor.
- Any injuries occurring during training or a scene call are covered by Boys Scouts of American, Explorers Program. All injuries must be reported to the senior officer as soon as practical for documentation and treatment.
- NFD will not tolerate vulgar, offensive, discriminatory or threatening language or gestures at any time.
- Junior firefighters may not wear any article of clothing, that in the opinion of an NFD officer would be considered offensive to the public served.
- Any warrant or conviction for a crime will result in a review of the circumstances by NFD officers and may result in disciplinary action including permanent suspension.
- Junior Firefighters may not use or display emergency identification on their personal vehicle, flashing lights and firefighter plates.
- Junior Firefighters may not bring friends into a fire station or permit them to board fire apparatus unless given permission by NFD Officer.
- Junior Firefighters may not borrow NFD equipment for personal use unless given permission by NFD Officer.
- Junior Firefighters may not operate NFD vehicles unless during training and only under direct supervision by a full member of NFD
- Cutting devices such as chain saws/roof saws, K12 saws, and reciprocating saws are not to be operated even under the direct supervision of a fire officer or his/her designee. Power tool use is for training purpose only. A junior firefighter may not operate any power tool, hydraulic or pressurized air operated equipment at an emergency scene.
- Junior Firefighters may climb ladders under 35 feet and under direct supervision of NFD officer or their designee. He/she may climb an aerial ladder only in training. Full protective gear must be worn at all times.
- Junior Firefighters are responsible for the care of all NFD gear issued to them, and are financially responsible for loss or damage which was not caused by NFD activates.
- Junior Firefighters are to report any injury to a NFD Officer immediately.

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618 Virginia Avenue  
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### **General Emergency Response Procedures**

- Junior Firefighters should respond to the fire hall or as directed by a NFD Officer. Junior firefighters may respond on certain NFD apparatus but only if seats cannot be filled by full members of the department.
- Junior Firefighters will relinquish seats to senior firefighter as needed.
- Junior Firefighters are under the command of NFD Officer in charge from the time of their arrival at the station or emergency scene until released from duty by the NFD Officer. If no officer is aboard an apparatus that a Junior Firefighter will be riding in, they are under the command of the engineer (driver) of the apparatus until reassigned to a NFD officer.
- Junior Firefighters shall not respond to an emergency alarm relating to a Hazardous material incident, biological or nuclear hazard, explosive device, terrorist incident, police jurisdiction/crime scene assistance, or mass casualty (defined as one likely to involve four or more individuals seriously injured or killed.)
- Junior Firefighters must wear all personal protective equipment (PPE) while riding on the apparatus (with the exception of helmet) and at an emergency scene. All Junior Firefighters must have all of their PPE on before boarding an apparatus.
- Under no circumstances is a Junior Firefighter to enter a burning structure, confined space underground area or any area subject to a collapse hazard at any time.
- Once a fire has been brought under control, and the building determined to be structurally sound the Junior Firefighter may enter the building if accompanied at all times by a NFD Officer or their designee. A Junior Firefighter may operate exterior hose lines under direction of NFD Officer or their designee. Junior Firefighters must remain well clear of a motor vehicle fire or other type of fire presenting exposure to flammable liquids or hazardous materials unless authorized by a NFD Officer and under direct supervision of a NFD Office or their designee.
- At an emergency scene, a Junior Firefighter may not work from a roof or other elevated position without the direct supervision of a NFD officer or their designee. At an emergency scene a Junior Firefighter may not operate any power tool, hydraulic operated equipment or cutting device.
- All orders received from a NFD Officer are to be obeyed and executed completely. If due to safety concerns or for any other reasons the Junior Firefighter is unable to complete an assigned task, the officer issuing the order, or another officer in their absence, should be immediately notified by the Junior Firefighter who received the order.
- If a Junior Firefighter receives an order from another member of the NFD or any other department that would put the Junior Firefighter in violation of any guidelines in this document it is the duty of the Junior Firefighter to inform the Officer or firefighter of their status as a Junior Firefighter, the limitations placed on Junior Firefighters and also let them know they cannot and will not carry out the order.

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- At an emergency alarm involving downed power lines or gas leak, the junior firefighter must remain aboard the apparatus until the area of operation for the Junior Firefighters is determined to be safe by an NFD officer.
- Junior firefighters (Level I - 16-17-years of age) are prohibited from responding to or assisting (fire or medical duties) at any accident on a public roadway.
- Juniors firefighters (Level II -17-18-years of age) are permitted to respond in a fire apparatus but are not permitted to perform any traffic control duties. (Setting up or taking down traffic control devices or directing traffic).
- Junior Firefighter shall not talk to media on or about any emergency scene, and shall not post any pictures to his/her social media account.
- Junior Firefighters SHALL show respect and compassion to victims.
- Junior Firefighters, while authorized at the scene of an emergency situation are not permitted to be put onto a hazardous situation without appropriate NFPA 1001 Level 1 Firefighter Standards, parental/guardian approval and are at least 16-17 years of age.
- Items found at an emergency scene are not to be touched or moved from their position whenever possible. If a crime has occurred at the emergency scene an investigator will need as much of the crime scene intact as possible.
- Valuables found at an emergency scene are to be immediately turned over to a NFD Officer. Theft by a Junior Firefighter will result in an immediate suspension from the Junior Firefighter Program and the Norton Police Department will be notified.

#### **Response on Apparatus**

- Junior firefighter must be in good standing with the department. Must be Level II or higher, be at least **17 years old**, and attend at least 50% of scheduled meetings and/or training's. No exceptions are allowed.
- Junior firefighters shall don full protective bunker gear before boarding any piece of fire apparatus that is responding to a call. Juniors shall wear full protective turnout gear to all calls unless otherwise instructed by the senior member.
- Junior firefighters will obtain verbal permission from the officer or senior member in charge of an apparatus prior to boarding an apparatus. The officer or senior member must be willing and able to supervise the junior firefighter at all times.
- Junior firefighter must place their accountability tag on the apparatus you are boarding.
- Junior firefighters, in reverse seniority, shall give up their seat to any senior firefighter upon request. No questions or arguing. Reclaim your accountability tag and get off the apparatus and wait for the next unit going to the scene.
- When riding any piece of apparatus, junior firefighters shall position themselves in a seat with a seat belt in place and securely fastened. Under no circumstances will a junior stand up on an apparatus while the apparatus is moving.

Norton Fire Department  
618 Virginia Avenue  
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Norton, Virginia 24273-0618



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- Junior firefighters shall remain in the apparatus until given instructions by the officer.
- If no instructions are given, tell the apparatus operator you are reporting to command. Check in with the Incident Commander and wait for instructions.
- All instructions of the officer or senior member must be followed exactly. If you are not sure what you are doing or have been assigned something you are not permitted to do, say so right away so your task can be clarified or someone else can be given the assignment.
- Junior firefighters shall NOT at any time, start or attempt to start or move any fire department vehicle. No Exceptions.
- Upon returning to the station, assists in clean up, store your gear for the next call and sign the logbook. Make sure to fill out the time sheet report.

### Use of Personal Vehicles

- Only members that are at least 16 years old and have a valid Virginia driver's license may drive personal vehicles to the fire station.
- All juniors must report to the station for all calls unless picked up by a senior member of the department.
- If all apparatus has responded prior to arrival, the junior firefighter must stand-by at the station until either a senior member of NFD drives them to the scene or wait until the department returns from the call to assist in clean-up. Juniors are NOT permitted to respond with any backup departments.
- **Other than the last item in this section, UNDER NO CIRCUMSTANCES ARE JUNIORS TO GO DIRECTLY TO THE SCENE!** The public might pressure you as a firefighter into entering a burning building or perform other tasks you are not authorized to undertake.
- **At no time is a junior firefighter permitted to use colored light, hazard lights, honk horn or use any other warning devices while en-route to the station.**
- **All speed limits and traffic laws are to be strictly followed while driving to the station.**
- NFD is in no way responsible or liable for any moving violations or accidents while driving to or from the station for a call or training.
- Failure to abide by these rules will result in a suspension of at least 30 days and possible expulsion from the junior program.
- Junior members, (Level II 17-18-years of age), are allowed to drive **non-emergency** to the scene with their assigned personal protective equipment **ONLY** if an alarm for a "Working Structure Fire" has been given. All speed limits and traffic laws are to be strictly followed while responding to the scene. Norton Fire Department, its officers or its members are in no way responsible or liable for any moving violations or accidents while en-route to or from a scene call. Upon arrival to the scene ALL junior members must check in with the Incident Commander (IC).

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### **Prohibited Activities by Law and/or NFD**

NFD and/or state law specifically prohibits junior members under the age of **18** of an emergency service organization from participating in the following activities:

- Operating organizational vehicles.
- Operating various types of power driven saws and shears.
- Using rubber electric gloves, insulated wire cutters or acetylene cutting torches.
- Operations of pumps of any fire department vehicle at the scene except during training.
- Entering a burning structure.
- Operating high-pressure hose lines (water, air or hydraulic) except during training.
- Ascending ladders, except during training.
- Operate any aerial device (cranes or hoists), non-automatic elevators, and air bags for lifting or winches.
- Perform operations in tunnels, shafts or trenches.
- Participate in emergencies at explosives or fireworks plants, retailers or in support of public safety for a public display.
- Participate in operations with incidents involving paint, acid or poisons (any HAZMAT).
- Participate in operations involving radioactive substances.
- Roof top ventilation or any work on top of a roof.
- Wrecking or demolition including use of acetylene torches, cutting or crushing equipment or respond to structural collapse incidents.
- Entry into a hazardous atmosphere (including training). With the exception of Virginia Dept. Of Fire Programs certification training programs.

### **Permitted Activities**

- Participate in organized training activities in which a senior member of the organization is present and supervising the junior member.
- All aspects of fire suppression training when conducted by Virginia Dept. of Fire Programs.
- Rescue training.
- Hazardous material training except entry using Level A and B personal protection equipment.
- Safety training.
- Wild land firefighting and Wilderness Search and Rescue training.
- Provide REHAB services. (Water, food, cooling, warming, shelter, etc.)

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- Participate in support capacity for searches, rescues, wild fires, Hazmat incidents and water supply operations while under direct supervision of a senior member.
- Attacking the fire with hose lines as part of EXTERIOR operations.
- Setting up Positive Pressure Ventilation as part of EXTERIOR operations.
- Clean up with the following conditions:
  - Must be outside the fire building collapse zone.
  - Only after the incident is declared under control by Command.
  - Must be “on air” if working in a fire area and trained on SCBA’s.
- Salvage operations while “on air”.
- Establishing water supply.
- Setup equipment for RIT.

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## **NFD Junior Program Organizational Structure**

Training is a very important part of being a firefighter. All Fire and EMS related training is paid for by the Norton Fire Department. Filling out a training request form requires prior approval and having it approved by the proper Junior Advisor. You are encouraged to take as much training as possible.

### **Levels**

#### **Probation**

During the probation period, the new member will have no junior voting privileges and may not respond to calls except during training. Probationary members may attend special events such as banquets and picnics. Probationary members may not attend regular fire department business meetings.

#### **Requirements:**

1. Complete 3 months of service.
2. Attend 50% of all weekly training activities.
3. Have an understanding of the NFD Operations and apparatus, Accountability command structure, Personal Protective Equipment, Safety and hydrant operations.
4. Complete the National Incident Management System training levels of IS-100 and IS-700
5. Be recommended by Junior Advisors and approved by the Junior Chairman.

Failure to complete the probationary requirements will result in a one-time extension of the probationary period. Continued failure to complete the probationary requirements will result in loss of membership. If this happens, a new application must be submitted.

#### **Level I**

1. Complete probation requirements.
2. Successfully complete Fire Operations Module A or equivalent as determined by NFD.
3. Be recommended by Junior Advisors and approved by the Junior Chairman.

Upon earning Level I, junior member will be presented a Norton Fire Department tee shirt and be allowed to attend regular department meetings. Junior member Level I may ride in a fire apparatus on non-emergency events.

#### **Level II**

1. Completed Level I requirements.
2. Hold a valid CPR and Basic First Aid or higher card.
3. Complete any approved Virginia Department of Fire Programs fire related course.
4. Be recommended by Junior Advisors and approved by the Junior Chairman.

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5. Junior member Level II or higher may respond to calls, ride fire apparatus and participate in non-suppression activities provided they meet the minimum training attendance.

Upon earning Level II, Junior member will be presented with a Norton Fire Department sweatshirt and blue helmet.

### **Full-Time NFD Member**

Upon turning 18-years of age and completion of high school, a junior member will be brought to a vote by the regular fire department membership, if the department has a position available. Voting for full-time NFD membership shall be based on NFD By-laws.

### **Junior Officers**

The NFD Chief will designate one officer/departement head to the position of Junior Chairman to supervise the Junior Fire Department Program. The Chairman will designate Junior Advisors as needed to carry out the responsibilities of the program. The members of the junior program will elect two officers (Captain and Lieutenant). Additional officer positions can be created and or eliminated by the Junior Chairman as needed. To hold an officer position, a member must be active and in good standing for at least six months and complete officer training. Officers must be willing to provide additional hours to complete the duties of the position. Candidates must be approved by a Junior Advisor to run for a position.

Elections are held in **September** at the regularly scheduled meeting with no less than 50% of the voting junior members present. Votes are cast by secret ballot. Members are elected by a simple majority vote. Tie votes will result in a run-off vote of the tied candidates. Elections should be held at least once a year or at the discretion of the Junior Chairman. At least one month written notice should be posted before elections. If possible, phone calls will be made to give notice.

### **Duties of Junior Officers**

**Junior Captain** will be the ranking junior member. The Captain will be in charge of all junior events, meetings and functions. The Captain will conduct the business meetings; supervise duties of other junior officers. The Captain will coordinate recruiting and recognition of junior members. At an emergency incident with multiple junior members, the Junior Captain will report to the Incident Commander as a representative of all juniors on the scene. Junior Captain must be Level II compliant.

**Junior Lieutenant** will be responsible for records of attendance and training. The Lieutenant will fill the duties of the Captain in their absence. Recording of minutes and correspondence. The Lieutenant will provide a summary report of junior activity each month to be presented at the NFD business meeting. Such report shall include any change in members, awards, training events completed, etc.

**Thank you for your interest in the City of Norton Volunteer Junior Firefighter Program**

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**CITY OF NORTON  
NORTON FIRE DEPARTMENT  
JUNIOR FIREFIGHTER PROGRAM APPLICATION**

Date: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ (mm/dd/yyyy)

Driver's License Number and State (if you drive): \_\_\_\_\_

Home Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Alternate Address: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

**Parent / Guardian Information**

Name(s): \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Emergency Contact (if different):

Name(s): \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Relation to Applicant: \_\_\_\_\_

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**Background Information**

School Attending: \_\_\_\_\_

Grade Level: 10      11      12

Are you maintaining a C average or better? Yes      No

Do you have any experience related to the fire service?

\_\_\_\_\_

Are you able to attend meetings and training on a regular basis (Thursday night 7:30 – 8:30pm)?

Yes      No      If not, why? \_\_\_\_\_

Have you ever been arrested, ticketed or fined? Yes      No      If so, list the date and charge:

\_\_\_\_\_

**(Felony convictions may prevent you from being a member of Norton Fire Department)****Work Information**

Current Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Position/title/duties: \_\_\_\_\_

Supervisors Name/Title: \_\_\_\_\_

May we contact your employer? Yes      No

How many hours per week do you usually work when school is in session? \_\_\_\_\_

when school is **not** in session? \_\_\_\_\_

Any other extracurricular activities you would like us to consider: (sports, church, etc.)

\_\_\_\_\_

\_\_\_\_\_

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**References**

We would like to call at least two people who are not related to you and who have a definite knowledge of your qualifications for membership in the fire service. Do not repeat names listed above.

Friend, Co-worker, Friend of family, etc:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Best time to contact them: \_\_\_\_\_

Teacher, school official, religious leader, etc:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Best time to contact them: \_\_\_\_\_

Read the Norton Fire Department Junior Firefighter Policies & Procedures attached.

I do hereby promise to adhere to and abide by the rules and regulations set forth by the Norton Fire Department. I understand that I am not to appear at the fire scene, training event or department under the influence of drugs or alcohol. I agree to abide by all traffic laws when responding to an incident. I understand that it is the right of Norton Fire Department to terminate this program at any time for any reason. Upon my termination (voluntary or involuntary), I will surrender all issued equipment in a timely manner.

X

Junior Applicants Signature

Date

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### **Parental Permission**

I, \_\_\_\_\_ (Parent/Legal Guardian) give full permission for \_\_\_\_\_ son/daughter to participate in the Junior Firefighter Program under the direct supervision of the City of Norton Fire Department Junior Firefighter Program Coordinator, Fire Chief, and all ranking officers at all times while participating or assisting in any fire department activities.

Before being accepted into the Junior Firefighter Program, the applicant and parent/guardian must attend the orientation meeting with the Program Coordinator and Fire Chief. This meeting will detail what is allowed and expected of each junior member.

Membership consists of 16-18-year olds. It must be understood it is the sole responsibility of each parent/guardian to carry proper insurance for their son/daughter whether it be primary insurance or accidental insurance. We do encourage parental input and at any time feel free to call the Program Coordinator or Fire Chief with any concerns or creative ideas.

The City of Norton Fire Department will foster this program to shape and mold young firefighters in hopes of a full membership service to our fire department or other department within the fire service. We place high importance on satisfactory performance in their public or private education. At any time your son/daughter has less than satisfactory results at school the Program Coordinator must be notified.

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Junior Firefighter Program Coordinator Date

---

Fire Chief Date

---

Parent/Guardian Date

---

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## **RESOLUTION**

**WHEREAS**, the Norton City Council recognizes the importance of prioritizing transportation projects for funding by the Commonwealth Transportation Board based on an objective and fair analysis applied statewide, as set forth in the General Assembly's House Bill 2 (HB2) effective as of July 1, 2014; and

**WHEREAS**, the Norton City Council recognizes the new transportation funding formula set forth in House Bill 1887 and approved by the Virginia General Assembly in February 2015 and the High-Priority Project Program, as defined in §33.2-370 as the statewide competitive funding program and the Construction District Grant Programs, as definite in § 33.2-371 as the Bristol District competitive funding program; and

**WHEREAS**, the Norton City Council recognizes that applicable projects submitted by eligible localities within the LENOWISCO Planning District will be scored on five (5) weighted factors as follows: Economic Development (35%), Safety (30%), Accessibility (15%), Congestion Mitigation (10%), Environmental Quality (10%); and

**WHEREAS**, the Norton City Council recognizes that applicable projects must meet a defined need according to the VTRANS2040 statewide transportation vision document and be located within a corridor of statewide significance, within an identified regional network and/or within a local urban designated growth area, or specifically address a safety issue; and

**WHEREAS**, the City of Norton has identified one (1) transportation project that meets the criteria set forth in House Bill 2; and

**WHEREAS**, the Smart Scale (formally known as HB2) project identified is the US 58/US 23 NB Ramp project; and

**NOW, THEREFORE, LET IT BE RESOLVED** that the City Council of the City of Norton, Virginia does hereby authorize the City Manager to submit the aforementioned project via the Smart Scale application process for the FY2020 Six Year Improvement Program Cycle.

Adopted this 7<sup>th</sup> Day of August 2018.

City of Norton

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William J. Mays  
Mayor

ATTEST:

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City Clerk

**LENOWISCO PLANNING DISTRICT COMMISSION****RESOLUTION 2018-7****RESOLUTION OF SUPPORT FOR CITY OF NORTON'S  
SMART SCALE PROJECT SUBMISSIONS**

**WHEREAS**, a comprehensive, cooperative and continuing transportation planning process is to be carried out within the LENOWISCO Planning District Commission and the City of Norton by working together to facilitate this process year-round; and

**WHEREAS**, the LENOWISCO Board of Directors recognizes the importance of prioritizing transportation projects for funding by the Commonwealth Transportation Board based on an objective and fair analysis applied statewide, as set forth in the General Assembly's House Bill 2 (HB2) effective as of July 1, 2014; and

**WHEREAS**, the Board recognizes the new transportation funding formula set forth in House Bill 1887 and approved by the Virginia General Assembly in February 2015 and the High-Priority Project Program, as defined in §33.2-370 as the statewide competitive funding program and the Construction District Grant Programs, as definite in § 33.2-371 as the Bristol District competitive funding program; and

**WHEREAS**, the Board recognizes that applicable projects submitted by eligible localities within the LENOWISCO Planning District will be scored on five (5) weighted factors as follows: Economic Development (35%), Safety (30%), Accessibility (15%), Congestion Mitigation (10%), Environmental Quality (10%); and

**WHEREAS**, the Board recognizes that applicable projects must meet a defined need according to the VTRANS2040 statewide transportation vision document and be located within a corridor of statewide significance, within an identified regional network and/or within a local urban designated growth area, or specifically address a safety issue; and

**WHEREAS**, the Board acknowledges that the City of Norton has identified one (1) transportation project that meets the criteria set forth in House Bill 2; and

**WHEREAS**, the Smart Scale (formally known as HB2) project identified is the US58/US23 NB Ramp project; and

**NOW THEREFORE BE IT RESOLVED**, that the LENOWISCO Board of Directors approves and supports the City of Norton to submit the aforementioned project via the Smart Scale application process for the FY2020 Six Year Improvement Program Cycle, with the candidate project pre-application submission deadline of June 1, 2018 and full application submission deadline of August 1, 2018.

**NOW THEREFORE BE IT FURTHER RESOLVED**, that the LENOWISCO Board of Directors does encourage and implore the Commonwealth Transportation Board and the Virginia Department of Transportation to fund the aforementioned project, and does support any and all such efforts.

**ADOPTED** this the 4<sup>th</sup> day of June 2018.

6-4-18  
DATE

Joseph E. Faubh  
CHAIRMAN

6-4-18  
DATE

DM  
SECRETARY

**WILLIAM E. BRADSHAW, P.C.**  
**Bradshaw Law Office**  
**1752 Holton Avenue, E**  
**P. O. Box 267**  
**Big Stone Gap, VA 24219**  
**Email: bbqbill5@gmail.com**  
**Phone: 276-523-2428**

July 30, 2018

IBM Credit LLC  
7100 Highlands Pkwy  
Smyrna, GA 30082

CITY OF NORTON  
P. O. Box 618  
Norton, VA 24273

RE: Lease/Purchase Supplement to Lease/Purchase Master Agreement between IBM Credit LLC and CITY OF NORTON

Ladies and Gentlemen:

I have acted as special counsel CITY OF NORTON ("Lessee"), in connection with the Lease/Purchase Master Agreement No. 047099288L (the "Master Agreement"), between CITY OF NORTON, as lessee, and IBM Credit LLC, as lessor ("Lessor"), and the execution of Lease/Purchase Supplement No 052927 (the "Lease/Purchase Supplement") pursuant to the Master Agreement. I have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Lease/Purchase Supplement.

As to questions of fact material to my opinion, I have relied upon the representations of Lessee in the Master Agreement and the Lease/Purchase Supplement and in the certified proceedings and other certifications of public officials furnished to me without undertaking to verify the same by independent investigation.

Based upon the foregoing, I am of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Master Agreement and the Lease/Purchase Supplement and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Agreement and the Lease/Purchase Supplement by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Lease/Purchase Supplement, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Lease/Purchase Supplement, and has entered into the Master Agreement and the Lease/Purchase Supplement, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Lease/Purchase Supplement.
7. The Master Agreement and the Lease/Purchase Supplement have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.
8. As of the date hereof, based on such inquiry and investigation as I have deemed sufficient, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Lease/Purchase Supplement or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Lease/Purchase Supplement, or the validity of the Master Agreement or the Lease/Purchase Supplement, or the payment of principal of or interest on, the Lease/Purchase Supplement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Lease/Purchase Supplement; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Lease/Purchase Supplement.
9. The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder and the portion of payments identified as the interest component of the rents (as set forth in the payment schedule attached to the Lease/Purchase Supplement) will not be includable in Federal gross income of the recipient under the statutes, regulations, court decisions and rulings existing on the date hereof and consequently will be exempt from Federal income taxes.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Lease/Purchase Supplement.

Very truly yours,

WILLIAM E. BRADSHAW, P.C.

*W.E. Bradshaw*  
William E. Bradshaw

## Lease/Purchase Master Agreement For State and Local Government

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**Lease/Purchase Master Agreement No: 088818521L**

This Lease/Purchase Master Agreement For State and Local Government ("Agreement") covers the terms and conditions under which IBM Credit LLC will finance various charges.

This Agreement and its applicable Supplements and Addenda along with any required documents that reference this Agreement or a Supplement and which are listed in the applicable Supplement, are the complete agreement regarding the Financing Transactions and replace any prior oral or written communications between both parties. Any addenda to this Agreement or an applicable Supplement ("Addenda") must be agreed to in writing by both Lessee and Lessor. Any attachment to this Agreement or an applicable Supplement ("Attachment") must be referenced in such Agreement or Supplement. If there is a conflict of terms among the documents, the order of precedence will be as follows: (a) Attachments or Addenda to the Supplement, (b) Supplement, (c) Attachments or Addenda to the Agreement, (d) this Agreement.

By signing below, both parties agree to the terms of this Agreement. Once signed, any reproduction of this Agreement or a Supplement made by reliable means (for example, photocopy or facsimile) is considered an original.

### **Part 1 - Definitions**

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

**"Agreement"** means this Lease/Purchase Master Agreement.

**"Commencement Date"** is the date when the term of a Financing Transaction and Lessee's obligation to pay Lease Payments for such Financing Transaction commence, which date shall be set forth in each Lease/Purchase Supplement.

**"Equipment"** means, collectively, the equipment lease/purchased pursuant to this Agreement, and with respect to each Lease/Purchase Supplement, the equipment described in each Lease/Purchase Supplement, and all repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.1 or Part 9.

**"Event of Default"** is defined in Section 13.1.

**"Financed Items"** means any software program licenses, maintenance, services, and other one-time charges to be lease/purchased pursuant to this Agreement, and with respect to each Lease/Purchase Supplement, such items described therein.

**"Financing Transaction"** means the lease/purchase transaction for Property set forth in any Lease/Purchase Supplement entered into pursuant this Agreement.

**"Lease/Purchase Supplement" or "Supplement"** means a Lease/Purchase Supplement in the form attached hereto.

**"Lease Payments"** means the Lease Payments payable by Lessee under Part 6 of this Agreement and with respect to each Lease/Purchase Supplement, the Payment Amounts set forth in each Lease/Purchase Supplement in Exhibit 1 thereto.

**"Lease Payment Dates"** means the dates for the Lease Payments as set forth in the Payment Schedules for each Lease/Purchase Supplement.

**"Lease Term"** means, with respect to a Financing Transaction, the Original Term and all Renewal Terms. The Lease Term for each Financing Transaction entered into hereunder shall be set forth in a Lease/Purchase Supplement, as provided in Section 4.2.

**"Lessee" or "Customer"** means the entity identified as such on the signature line below, and its permitted successors and assigns.

**"Lessor"** means the entity identified as such on the signature line below, and its successors and assigns.

**"Nonappropriation Event"** is defined in Section 6.6.

**"Original Term"** means, with respect to a Financing Transaction, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

**"Payment Schedule"** means, with respect to a Financing Transaction, one or more schedules of lease payments for the Original Term and all Renewal Terms that indicates the Payment Due Date, the Lease Payment, the Interest Component and the Prepayment Price as set forth in each Payment Schedule.

**"Property"** means, collectively, the Equipment and Financed Items lease/purchased pursuant to this Agreement, and with respect to each Lease/Purchase Supplement, the Equipment and Financed Items described in such Lease/Purchase Supplement.

**"Purchase Price"** means the amount that Lessee may, in its discretion, pay to Lessor to purchase the Property under a Lease/Purchase Supplement, as provided in Section 11.1 and as set forth in the Lease/Purchase Supplement.

**"Renewal Terms"** means the renewal terms of a Financing Transaction, each having a duration of one year and a term coextensive with Lessee's budget year.

**"State"** means the state or commonwealth where Lessee is located.

## Lease/Purchase Master Agreement For State and Local Government

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**"Supplier"** means International Business Machines Corporation "IBM", or any other manufacturer, vendor or provider of the Property leased/purchased by Lessee.

### **Part 2 - Separate Financings**

Each Supplement executed and delivered under this Agreement shall be a separate financing, distinct from other Supplements. Without limiting the foregoing, upon the occurrence of an Event of Default or a Nonappropriation Event with respect to a Supplement, Lessor shall have the rights and remedies specified herein with respect to the Property financed and the Lease Payments payable under such Supplement, and except as expressly provided in Section 12.2 below, Lessor shall have no rights or remedies with respect to Property financed or Lease Payments payable under any other Supplements unless an Event of Default or Nonappropriation Event has also occurred under such other Supplements.

### **Part 3 - Lessee's Covenants**

As of the Commencement Date for each Supplement executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor as follows:

- a. Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Supplement and the transactions contemplated thereby and to perform all of its obligations thereunder. Lessee has a substantial amount of one or more of the following sovereign powers: (i) the power to tax, (ii) the power of eminent domain, and (iii) the police power.
- b. Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- c. Lessee has been duly authorized to execute and deliver this Agreement and the Supplement by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Supplement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Supplement and the acquisition by Lessee of the Property thereunder. On or before the Commencement Date, Lessee shall cause to be executed an Opinion of Lessee's Counsel in substantially the form attached to the form of the Supplement as Exhibit 2 and a Lessee's Certificate in substantially the form attached to the form of the Supplement as Exhibit 3.
- d. During the Lease Term for the Supplement, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
- e. Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Supplement in such form and containing such information as may be requested by Lessor.
- f. Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Lease Payments under the Supplement and will not use or permit the use of the Property in such a manner as to cause a Supplement to be a "private activity bond" under Section 141(a) of the Code. Lessee covenants and agrees that no part of the proceeds of the Supplement shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Supplement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Supplement.
- g. The execution, delivery and performance of this Agreement and the Supplement and compliance with the provisions hereof and thereof by Lessee does not conflict with, or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease of, or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.
- h. Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days' prior notice to Lessor.

### **Part 4 - The Transactions**

**4.1 Lease of Property.** On the Commencement Date of each Financing Transaction executed in the Supplement hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Supplement, in accordance with this Agreement and such Supplement, for the Lease Term set forth in such Supplement.

## Lease/Purchase Master Agreement For State and Local Government

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**4.2 Lease Term.** The term of each Financing Transaction shall commence on the Commencement Date set forth in the Certificate of Acceptance and shall terminate upon payment of the final Lease Payment set forth in such Payment Schedule and the exercise of the Deemed Purchase described in Section 11.1, unless terminated sooner pursuant to this Agreement or the Supplement.

**4.3 Delivery, Installation and Acceptance of Property.** Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Supplement, and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Supplement is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Certificate of Acceptance substantially in the form attached to the Supplement.

**4.4 Assignment to Lessor.** With respect to Property, Lessee assigns for security purposes to Lessor, effective upon Lessor signing the Supplement, its right to purchase the Property from its Supplier. Although Lessor shall have the obligation to pay the Supplier for the Property, not to exceed the principal amount set forth in the Supplement, title to the Property shall pass directly from Supplier to Lessee subject to Lessor's right under Section 7.3 hereunder, or unless otherwise provided. All other rights and obligations as defined in the agreement between Lessee and Lessee's Supplier governing the purchase of the Property ("Purchase Agreement") shall remain with Lessee. Lessee represents that it has reviewed and approved the Purchase Agreement. Lessor will not modify or rescind the Purchase Agreement.

**4.5 Credit Review.** For each Financing Transaction, Lessee consents to a reasonable credit review by Lessor.

### **Part 5 - Lessor's Rights of Access**

**5.1 Enjoyment of Property.** Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. Neither Lessor nor its successors or assigns shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Supplement.

**5.2 Location; Inspection.** The Property will be initially located or based at the location specified in the applicable Supplement. Upon reasonable advance request, Lessee agrees to allow Lessor to inspect the Equipment and its maintenance records during Lessee's normal business hours, subject to Lessee's reasonable security procedures. Lessee will affix to the Equipment any identifying labels supplied by Lessor indicating ownership.

### **Part 6 - Payments**

**6.1 Lease Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Lease Payments for a fiscal year, the Lease Payments for said fiscal year, and only the Lease Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

**6.2 Payment of Lease Payments.** Lessee shall promptly pay Lease Payments under each Supplement, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Payment Schedule, at Lessor's address set forth as the "remit to" address in the invoice, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Lease Payments in an amount sufficient to cover all additional costs and expenses incurred by Lessor from such delinquent Lease Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

**6.3 Interest Component.** A portion of each Lease Payment due under each Supplement is paid as, and represents payment of, interest, and each Supplement hereunder shall set forth the interest component (or method of computation thereof) of each Lease Payment thereunder during the Lease Term.

**6.4 Lease Payments to be Unconditional.** SUBJECT TO SECTION 6.6, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE SUPPLEMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY SUPPLIER AS PROVIDED IN SECTION 10.2.

**6.5 Continuation of Lease by Lessee.** Lessee intends to continue all Supplements entered into pursuant to this Agreement and to pay the Lease Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the term of all Supplements can be obtained. Lessee agrees that during the budgeting process for each budget year its staff will provide to the governing body of Lessee notification of any Lease Payments due under the Supplements during the following budget year.

## Lease/Purchase Master Agreement For State and Local Government

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**6.6 Nonappropriation.** If, during the then current Original Term or Renewal Term, sufficient funds are not appropriated to make Lease Payments required under a Supplement for the following fiscal year, Lessee shall be deemed to not have renewed such Supplement for the following fiscal year and the Supplement shall terminate at the end of the then current Original Term or Renewal Term and Lessee shall not be obligated to make Lease Payments under said Supplement beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (a "Nonappropriation Event") Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property under said Supplement to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Supplement by reason of a Nonappropriation Event, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. In the event of a Nonappropriation Event under a Supplement, Lessee shall cease use of all software financed or acquired under the applicable Supplement and shall confirm and state in writing to Lessor that it has: (1) deleted or disabled all files and copies of the software from the equipment on which it was installed; (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and (3) has no ability to use the returned software. Lessor may, by written instructions to any escrow agent who is holding proceeds of the Supplement, instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Supplement and this Agreement. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee. In the event of such nonappropriation, upon request from Lessor, Lessee agrees to provide in a timely manner, written evidence of such nonappropriation, a copy of the fiscal year budget in which such nonappropriation occurred and any other related documentation reasonably requested by Lessor.

### **Part 7 - Title; Security Interest**

**7.1 Title to the Property.** Upon acceptance of the Equipment by Lessee and unless otherwise required by the laws of the State, title to the Equipment shall vest directly in Lessee from the Supplier, subject to Lessor's interests under the applicable Supplement and this Agreement. Software that the Lessee acquires from the Supplier and finances with Lessor remains the property of the licensor. Ownership of the software is governed by the license agreement between the licensor and the Lessee and is not affected by this Agreement.

**7.2 Personal Property.** The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

**7.3 Security Interest.** To the extent permitted by law and to secure the performance of all of Lessee's obligations under this Agreement with respect to a Supplement, including without limitation all Supplements now existing or hereafter executed, Lessee grants to Lessor, for the benefit of Lessor and its successors and assigns, a security interest constituting a first lien on Lessee's interest in all of the Equipment under the Supplement, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Equipment, all substitutions and replacements for the Equipment, and on any proceeds of any of the foregoing, including insurance proceeds. Lessee shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Lessor, that Lessor deems necessary or appropriate to establish, maintain and perfect a security interest in the Equipment in favor of Lessor and its successors and assigns. Lessee hereby authorizes Lessor to file all financing statements that Lessor deems necessary or appropriate to establish, maintain and perfect such security interest.

### **Part 8 - Maintenance and Ancillary Charges**

**8.1 Maintenance of Equipment by Lessee.** Lessee shall keep and maintain the Equipment in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Equipment in conformity with all laws and regulations concerning the Equipment's ownership, possession, use and maintenance, and shall keep the Equipment free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Equipment. Should Lessee fail to maintain, preserve and keep the Equipment in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Equipment in form approved by Lessor and with approved providers.

**8.2 Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes. The Lease Payments payable by Lessee under this Agreement and the Supplements hereunder have been established to reflect the savings resulting from this exemption from taxation. Lessee will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.

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**8.3 Insurance.** At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the outstanding principal component of Lease Payments, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessee as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Upon Lessor's request, Lessee shall, within thirty (30) days of such request, furnish to Lessor, for each Supplement, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

**8.4 Advances.** In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Supplement for which the Property is under and shall be due and payable on the next Lease Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

### **Part 9 - Casualty Loss**

**9.1 Damage or Destruction.** If (a) the Property under a Supplement or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Supplement or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt repair, restoration, modification or improvement of the Property, unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Supplement so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee and applied to the next Lease Payments coming due on the Supplement. For purposes of Section 8.3 and this Part 9, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

**9.2 Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.1, Lessee shall (a) complete such repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.2; or (b) exercise its option to purchase Lessor's interest in the Property pursuant to the optional purchase provisions of the Supplement, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such purchase may be retained by Lessee.

### **Part 10 - Warranties: Use of Equipment and/or Financed Items**

**10.1 Disclaimer of Warranties.** LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Supplier based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Supplier nor any sales representative or other agent of Supplier, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Supplements, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Supplements.

**10.2 Supplier's Warranties.** Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Supplier. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Supplier of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Supplier of the Property.

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**10.3 Use of the Property.** Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Supplement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property (including compliance with any applicable privacy laws, rules or regulations and in conjunction therewith Lessee, upon cessation of the use, operation and control of, and prior to any disposition of the Equipment, shall destroy any data contained thereon that would be subject to such privacy laws, rules or regulations); provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Supplement or the Property thereunder.

**10.4 Modifications.** Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Equipment. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Equipment and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Equipment, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Equipment, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Equipment immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Equipment as may be required from time to time by applicable law or by any governmental authority.

### **Part 11 - Prepayments**

**11.1 Deemed Purchase.** Lessee shall be deemed to have purchased Lessor's entire interest in all of the Equipment subject to a Supplement and to have terminated any restrictions herein on the Property under such Supplement on the last day of the Lease Term for a Supplement, if the Supplement is still in effect on such day, upon payment in full of the Lease Payments due thereunder. Upon the deemed purchase as set forth in this Section 11.1 or payment of the purchase price pursuant to Section 11.2 hereof, under the applicable Supplement, and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Equipment subject to such Supplement to Lessee.

**11.2 Option to Prepay.** Lessee shall have the option to prepay (a) in whole, but not in part, the Lease Payments due under a Supplement on any Lease Payment Date, at the Prepayment Price set forth in the Payment Schedule as the "Prepayment Price", or (b) in part, by requesting, in writing, the Prepayment Price for the portion of the remaining Lease Payments allocable to the Property being prepaid plus any past due amounts, accrued interest to the date of such prepayment and any other monetary amounts due under the Supplement to Lessor. The Prepayment Price shall be an amount equal to the present value of the portion of the remaining Lease Payments allocable to the Property being prepaid multiplied by the Prepayment Fee Rate set forth in such Payment Schedule as the "Prepayment Fee Rate". Upon payment of the Prepayment Price and such other amounts due Lessor, Lessee shall be deemed to have purchased Lessor's entire interest in all Property being prepaid, and to have terminated any restrictions herein on the Property prepaid.

### **Part 12 - Assignment: Risk of Loss**

**12.1 Assignment by Lessor.** Lessor's right, title and interest in, to and under each Supplement and the Property under such Supplement may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor without the consent of Lessee; provided that any assignment shall not be effective against the Lessee until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Supplements.

**12.2 Supplements Separate Financings.** Assignees of the Lessor's rights in one Supplement shall have no rights in any other Supplement unless such rights have been separately assigned.

**12.3 Assignment and Subleasing by Lessee.** NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT OR ANY SUPPLEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. Any request by Lessee to assign a Supplement or any Property thereunder must be accompanied by an opinion of tax counsel satisfactory to Lessor that the assignment will cause no material change to the federal income tax treatment of the amounts payable as interest under the Supplement.

**12.4 Risk of Loss Covenants.** Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Agreement. However, as between Lessor and Lessee, and to the extent permitted by law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend Lessor against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Property, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that (provided that Lessee has complied with its obligations under Section 10.3) Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after Lessee has surrendered possession of the Property in accordance with the terms of the Agreement to Lessor or that arise directly from the gross negligence or willful misconduct of the Lessor.

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### **Part 13 - Defaults and Remedies**

**13.1 Events of Default Defined.** Any of the following shall constitute an "Event of Default" under a Supplement:

- a. Failure by Lessee to pay any Lease Payment under the Supplement or other payment required to be paid with respect thereto at the time specified therein;
- b. Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Supplement, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- c. Any statement, representation or warranty made by Lessee in or pursuant to the Supplement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- d. Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- e. An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.1 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Supplement (other than the obligations on the part of Lessee contained in Part 6 hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

A Nonappropriation Event is not an Event of Default.

**13.2 Remedies on Default.** Whenever any Event of Default exists with respect to a Supplement, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- a. Without terminating the Supplement, and by written notice to Lessee, Lessor may declare all Lease Payments and other amounts payable by Lessee thereunder to the end of the then current budget year of Lessee to be due, including without limitation delinquent Lease Payments under the Supplement from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;
- b. Lessor may terminate the Supplement, may enter the premises where the Property subject to the Supplement is located and retake possession of the Equipment and require Lessee to discontinue use of any Financed Items, or require Lessee, at Lessee's expense, to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify and require Lessee to discontinue use of any Financed Items, and Lessor may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay off any outstanding principal component of Lease Payments, (ii) pay any other amounts then due under the Supplement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee. Lessee shall confirm and state in writing to Lessor that it has: (1) deleted or disabled all files and copies of the software from the equipment on which it was installed; (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and (3) has no ability to use the returned software;
- c. By written notice to any escrow agent who is holding proceeds of the Supplement, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Supplement;
- d. Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Supplement and this Agreement.

**13.3 No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in

## Lease/Purchase Master Agreement For State and Local Government

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equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Part it shall not be necessary to give any notice, other than such notice as may be required in this Part.

**13.4 Costs and Attorney Fees.** Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

### **Part 14 - General**

**14.1 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

**14.2 Arbitrage Certifications.** Lessee shall be deemed to make the following representations and covenants as of the Commencement Date for each Supplement:

- a. The estimated total costs, including taxes, freight, installation, cost of issuance, of the Financed Items under the Supplement will not be less than the total principal amount of the Lease Payments.
- b. Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Lease Payments under the Supplement, or (ii) that may be used solely to prevent a default in the payment of the Lease Payments under the Supplement.
- c. The Property under the Supplement has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Lease Payments under the Supplement.
- d. There are no other obligations of Lessee which (i) are being sold within 15 days of the Commencement Date of the Supplement; (ii) are being sold pursuant to the same plan of financing as the Supplement; and (iii) are expected to be paid from substantially the same source of funds.
- e. The officer or official who has executed the Supplement on Lessee's behalf is familiar with Lessee's expectations regarding this Section 14.2. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of Lessee set forth herein are reasonable.

**14.3 Further Assurances.** Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Supplements, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Supplements.

**14.4 Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. Any county, township, municipality, political subdivision or affiliate (collectively, "Affiliate") of Lessee may enter into a Financing Transaction under this Agreement by signing a Supplement referencing this Agreement and so will be bound to the terms and conditions of this Agreement as Lessee. Nothing in this Agreement obligates the Lessor to provide financing to an Affiliate.

**14.5 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**14.6 Amendments, Changes and Modifications.** This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Supplements at the time of such amendment or modification.

**14.7 Execution in Counterparts.** This Agreement and the Supplements hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**14.8 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

IBM Credit LLC

**Lease/Purchase Master Agreement  
For State and Local Government**

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**14.9 Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**Agreed to:**  
**CITY OF NORTON**

By: \_\_\_\_\_  
Authorized Signature

Name (type or print):

Title (type or print):

Date:

Email Address:

**Agreed to:**  
**IBM Credit LLC**

By: \_\_\_\_\_  
Authorized Signature

Name (type or print):

Title (type or print):

Date:

**IBM Credit LLC**  
**Lease/Purchase Supplement**

Supplement No: 052927

Page 1 of 2

Lease/Purchase Master Agreement No.: 088818521L

**Lessee Name and Address:**

NORTON, CITY OF  
 618 VIRGINIA AVE NW  
 NORTON VA 24273-1915

**Lessor Name and Address:**

IBM Credit LLC  
 7100 Highlands Parkway  
 Smyrna, GA 30082  
 igfnadoc@us.ibm.com

This Supplement to the above referenced Lease/Purchase Master Agreement ("Agreement") is executed between NORTON, CITY OF ("Lessee") and IBM Credit LLC ("Lessor").

Payment Period means the period for which a Payment is due and payable (e.g., Month, Quarter). Payment Period is: Monthly

Quote Validity Date is the date by which the executed Supplement must be returned to Lessor. Quote Validity Date is: July 28, 2018

Supplier: CAS SEVERN INC

TAX-EXEMPT FINANCING TRANSACTION(S)						
Ref No.	Qty.	Property Description	Original Term (months)	Amount Financed (\$)	Interest Rate (%)	Planned Commencement Month
1	1	8286 41A Power S814	60	34,280.00	3.57	September 2018
2	1	9MT3 IBM IBM PREPAID MAINTENANCE	60	7,444.00	4.93	September 2018
3	1	XSV2 OEM SERVICES	60	8,200.00	5.13	September 2018
TOTALS				49,924.00		

**SPECIAL TERMS AND CONDITIONS:**

The following shall apply to this entire transaction.

- For equipment, software and services not supplied by IBM, Lessor may pay fees to the supplier and/or other third-party firms for administrative services provided in connection with the transaction contemplated under this Agreement. Details are available upon request.

**ADDITIONAL TERMS AND CONDITIONS:**

"Planned Commencement Month" means for the Financing Transaction to commence, the acceptance date on the Certificate of Acceptance must be prior to the end of the month of "Planned Commencement Month" indicated above unless otherwise approved by Lessor.

The Lease Payment Schedule for this Supplement sets forth the scheduled Lease Payments under this Supplement. The Commencement Date for this Supplement is set forth in the Lease Payment Schedule.

With respect to Financed Items consisting of prepaid maintenance, Lessee accepts the terms of the prepaid maintenance and agrees to look solely to the maintenance provider for provision of such maintenance in accordance with the terms of the contracts with the maintenance provider for said maintenance. Acceptance for purposes of a Supplement shall be the date of acceptance by Lessee in the Certificate of Acceptance.

Lessee agrees that it will timely complete, execute and file the Internal Revenue Service Form 8038-G or Form 8038-GC with the appropriate office of the Internal Revenue Service. Property contained in a Transaction is either Tax-Exempt, whereas the Property qualifies for tax-exempt interest treatment under the Code, or Taxable, whereas the Property does not qualify for tax exempt interest treatment under the Code. The interest rates applicable to this Supplement that provide for Tax-Exempt Lease/Purchase are based on many factors including Lessee's underlying obligation qualifying to pay interest that is treated as exempt by the Internal Revenue Service (IRS) from federal income tax under Section 103(a) of the Internal Revenue Code (Code), as well as many proprietary factors including pricing assumptions made by Lessor as to whether Lessor anticipates being able to recognize any benefits of this tax exemption. Lessee shall pay Lessor, on demand, a sum to be determined by Lessor, that will return to Lessor the economic results Lessor would otherwise have received if: (i) Lessee does not file the above IRS form on a timely basis; or (ii) IRS rules Lessee does not qualify under Section 103(a) of the Code.

The interest rates applicable to a Supplement may reflect fees or other consideration Lessor receives from Lessee's Suppliers that is passed on to Lessee in the form of lower rates.

For a Taxable Financing Transactions, the following provisions of the Lease/Purchase Master Agreement shall not be applicable: (i) Part 3, paragraph (f), (ii) Section entitled Arbitrage Certifications.

**IBM Credit LLC**  
**Lease/Purchase Supplement**

Supplement No: 052927

Page 2 of 2

Lessor reserves the right to reject any invoice that is: (i) not for information technology Equipment or related software or services, or (ii) dated more than 90 days prior to the date Lessor receives authorization from Lessee to finance.

Capitalized terms set forth in this Supplement or in the attachments, but not defined herein or therein, shall have the meaning set forth in the Lease/Purchase Master Agreement. The complete terms and conditions of the Lease/Purchase Master Agreement are incorporated by reference.

Section entitled "Waiver of Jury Trials" under this Agreement is deleted in its entirety.

In addition to a Supplement, and as a requirement to entering into of Lease/Purchase Supplement, Lessee shall provide in completed and executed form, acceptable to Lessor, the additional documents attached to this Supplement that may include:

(a) Payment Schedule for a Supplement, (b) Opinion of Counsel to the Lessee, (c) Lessee's Certificate, (d) Certificate of Acceptance, (e) State Addendum, if applicable and attached, (f) for Tax-Exempt Financed Items (i) Form 8038-G or 8038-GC (to be filed with Internal Revenue Service by Lessee), (ii) Prepaid Maintenance Certification of Maintenance Provider and (iii) Prepaid Maintenance Certification of Maintenance Vendor.

The Agreement referenced above shall be incorporated herein by reference. Lessee hereunder shall be bound to the terms and conditions of the Agreement as Lessee. The Agreement, this Supplement and any applicable attachments or addenda are the complete, exclusive statement of the parties with respect to the subject matter herein. These documents supersede any prior oral or written communications between the parties. By signing below, Lessee represents and warrants that Lessee's name as set forth in the signature block below is Lessee's exact legal name and the information identifying Lessee's state of organization is true, accurate and complete in all respects. By signing below, both parties agree to the terms represented by this Agreement as it may be amended or modified. Delivery of an executed copy of any of these documents by facsimile or other reliable means shall be deemed to be as effective for all purposes as delivery of a manually executed copy. Lessee acknowledges that we may maintain a copy of these documents in electronic form and agrees that copy reproduced from such electronic form or by any other reliable means (for example, photocopy, image or facsimile) shall in all respects be considered equivalent to an original.

**Agreed to:**  
**NORTON, CITY OF**

**Agreed to:**  
**IBM Credit LLC**

By: \_\_\_\_\_  
 Authorized signature

Name (type or print): \_\_\_\_\_

Title (type or print): \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Authorized signature

Name (type or print): \_\_\_\_\_

Title (type or print): \_\_\_\_\_

Date: \_\_\_\_\_

Schedule/Agreement No.: 052927

# **IBM Credit LLC** **Certificate of Acceptance**

Certificate of Acceptance No.: 052927001

Page 1 of 2

**Lessee/Borrower Name ("Client") and Address:**

NORTON, CITY OF  
 618 VIRGINIA AVE NW  
 NORTON VA 24273-1915

**Lessor Name and Address:**

IBM Credit LLC  
 7100 Highlands Parkway  
 Smyrna, GA 30082  
 igfnadoc@us.ibm.com

The Client certifies and agrees that the information contained in the following table(s) is correct and relates to item(s) leased or financed under the terms and conditions of the above referenced Schedule/Agreement with IBM Credit LLC.

Client Reference:

Payment Period: Monthly

Payment Type: Arrears

TAX-EXEMPT FINANCING TRANSACTION(S)		
Qty.	Property Description	Original Term (months)
1	8286 41A Power S814	60
1	9MT3 IBM IBM PREPAID MAINTENANCE	60
1	XSV2 OEM SERVICES	60

Client represents and certifies that the item(s) listed in the above table(s) are in compliance with Client's specifications ("Accepted Item(s)"). Client hereby accepts the Accepted Item(s) listed in the above table(s) on the Acceptance Date and authorizes IBM Credit LLC to make payments to the Supplier(s) for the Supplier's invoice(s) for the Accepted Item(s) and to commence the leasing or financing of these Accepted Item(s) under the Schedule/Agreement.

Since this Certificate of Acceptance ("COA") is being issued prior to Lessor's receipt of an invoice, Lessor, upon its receipt of this COA duly executed by Lessee and the Supplier's invoice, will either issue i) a confirmation document in order to confirm Lessor's acceptance of the COA or ii) an updated COA which requires Lessee's signature in order to confirm any changes. In order for IBM Credit LLC to make payment to your listed Suppliers, all Equipment must include serial number information. Accordingly, Client hereby authorizes IBM Credit LLC to complete or update any manufacturer serial number information for any Accepted Item(s) accepted, without Client's further action or consent.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement referenced in the Schedule listed above.

**This COA may be sent to Client by IBM Credit LLC in soft copy format, such as a PDF file. Client represents and warrants that no changes have been made to the text of this COA, except for IBM Credit LLC authorized alterations to the Product Description (including without limitation, changes to any other information listed on the product information tables herein). If there are any conflicts between the version delivered by IBM Credit LLC to Client and the version delivered by Client to IBM Credit LLC, or if the Supplier's invoice does not match the information listed on the COA, IBM Credit LLC reserves the right not to incept the transaction and to send a replacement COA to Client. Any copy of this COA made by reliable means (for example photocopy, image or facsimile) shall in all respects be considered equivalent to an original.**

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Schedule/Agreement No.: 052927

**IBM Credit LLC**  
**Certificate of Acceptance**

Certificate of Acceptance No.: 052927001

Page 2 of 2

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**For the purposes of the transaction commencement provisions specified in the Agreement referenced in the Schedule listed above, Client hereby represents, warrants and certifies that as of the following date, Client has accepted the Accepted Item(s) listed in the product information tables herein:**

\_\_\_\_\_ (MM/DD/YYYY) ("Acceptance Date" for Accepted Item(s))

**Agreed to:**  
**NORTON, CITY OF**

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Name (type or print):

\_\_\_\_\_  
Title (type or print):

**Client shall return this executed COA to IBM Credit LLC by mail, in an email, or by facsimile within ten (10) days of Acceptance Date.**

## LESSEE'S CERTIFICATE

**Re: Lease/Purchase Supplement No. 052927 to Lease/Purchase Master Agreement No. 088818521L between IBM Credit LLC and NORTON, CITY OF ("Lessee").**

**The undersigned (person signing at the bottom of this document), being the duly qualified and acting representative of the Lessee with the title indicated at the bottom of this document does hereby certify, as of the date executed, as follows:**

1. Lessee did, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Lease/Purchase Supplement and any related documents entered into pursuant to the Lease/Purchase Master Agreement (the "Lease/Purchase Supplement") by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL(S) AUTHORIZED TO SIGN ANY LEASE/PURCHASE SUPPLEMENT DOCUMENTS (incl. CERT of ACCEPTANCE)  NOTE: THE PERSON SIGNING AT THE BOTTOM OF THIS DOCUMENT SHOULD <u>NOT</u> BE LISTED IN THIS TABLE	TITLE OF EXECUTING OFFICIAL(S)	SIGNATURE OF EXECUTING OFFICIAL(S)
And/Or		
And/Or		
And/Or		
And/Or		

2. The above-named representative(s) of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. Any meeting(s) of the governing body of the Lessee which were required for the Lease/Purchase Supplement to be approved and authorized to be executed, were duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Lease/Purchase Supplement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of the Lease/Purchase Supplement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State. The meeting of the governing body of the Lessee at which the Lease/Purchase Supplement was approved and authorized to be executed was held on \_\_\_\_\_ [Lessee must enter the meeting date or "n/a"].

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Non-appropriation Event (as such terms are defined in the Lease/Purchase Master Agreement (the "Master Agreement")) exists at the date hereof with respect to this Lease/Purchase Supplement or any other Lease/Purchase Supplements under the Master Agreement.

5. The acquisition of all of the Property under the Lease/Purchase Supplement has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Lease/Purchase Supplement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. Lessee represents and warrants that the Property is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

8. Bank Qualified Tax-Exempt Obligation under Section 265 (Consult tax counsel for applicable provisions.).  
[Lessee must select one option below.]

\_\_\_\_ Lessee hereby designates this Lease/Purchase Supplement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Lease/Purchase Supplement falls, in an amount not exceeding \$10,000,000.

or

\_\_\_\_ Not applicable

**LESSEE'S CERTIFICATE**

Page 2 of 2

9. Has Lessee ever terminated a lease or financing contract prior to the expiration of its term (including all permitted renewal terms) due to nonappropriation or other provision permitting Lessee to terminate in Lessee's discretion?  
**[Lessee must select one option below.]**

Yes \_\_\_\_ No \_\_\_\_ If yes, then please describe the circumstances of such termination:

10. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Lease/Purchase Supplement or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Lease/Purchase Supplement, or the validity of the Master Agreement or the Lease/Purchase Supplement, or the payment of principal of or interest on, the Lease/Purchase Supplement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Lease/Purchase Supplement; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Lease/Purchase Supplement.

Lessee: NORTON, CITY OF

\_\_\_\_\_  
**\*\*By (Signature):** \_\_\_\_\_

**\*PRINTED NAME:** \_\_\_\_\_

**\*TITLE:** \_\_\_\_\_

**\*DATE:** \_\_\_\_\_

**\*\*SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN IN THE TABLE ABOVE. (I.E. SIGNER MUST NOT BE THE SAME PERSON WHO SIGNED THE LEASE/PURCHASE SUPPLEMENT DOCUMENTS)**

**A SELECTION OR RESPONSE MUST BE MADE IN REGARDS TO STATEMENTS 3, 8 & 9.**

**\*ALL FIELDS ARE REQUIRED TO BE COMPLETED.**

## IBM Credit LLC Lease Payment Schedule

**Lessee Name:** NORTON, CITY OF

**Lease/Purchase Supplement No:** 052927

### Commencement Date

The Commencement Date shall be the date of acceptance of the Property as set forth in the Acceptance Certificate executed by the Lessee and filed with the Lessor. The Lease Payment Due Dates listed below are based on the date of acceptance being a date on or before the end of the Planned Commencement Month.

### Lease Payment Schedule

**Total Principal Amount:** \$49,924.00

**Interest Rate for Schedule:** 4.03%

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
1	10/31/2018	920.09	752.60	167.49	49,171.40
2	11/30/2018	920.09	755.11	164.98	48,416.29
3	12/31/2018	920.09	757.64	162.45	47,658.65
4	1/31/2019	920.09	760.18	159.91	46,898.47
5	2/28/2019	920.09	762.72	157.37	46,135.75
6	3/31/2019	920.09	765.27	154.82	45,370.48
7	4/30/2019	920.09	767.83	152.26	44,602.65
8	5/31/2019	920.09	770.40	149.69	43,832.25
9	6/30/2019	920.09	772.99	147.10	43,059.26
10	7/31/2019	920.09	775.57	144.52	42,283.69
11	8/31/2019	920.09	778.16	141.93	41,505.53
12	9/30/2019	920.09	780.77	139.32	40,724.76
13	10/31/2019	920.09	783.39	136.70	39,941.37
14	11/30/2019	920.09	786.02	134.07	39,155.35
15	12/31/2019	920.09	788.64	131.45	38,366.71
16	1/31/2020	920.09	791.29	128.80	37,575.42
17	2/29/2020	920.09	793.93	126.16	36,781.49
18	3/31/2020	920.09	796.59	123.50	35,984.90
19	4/30/2020	920.09	799.27	120.82	35,185.63
20	5/31/2020	920.09	801.95	118.14	34,383.68
21	6/30/2020	920.09	804.64	115.45	33,579.04
22	7/31/2020	920.09	807.33	112.76	32,771.71
23	8/31/2020	920.09	810.04	110.05	31,961.67
24	9/30/2020	920.09	812.75	107.34	31,148.92
25	10/31/2020	920.09	815.47	104.62	30,333.45
26	11/30/2020	920.09	818.21	101.88	29,515.24
27	12/31/2020	920.09	820.95	99.14	28,694.29
28	1/31/2021	920.09	823.70	96.39	27,870.59
29	2/28/2021	920.09	826.47	93.62	27,044.12
30	3/31/2021	920.09	829.24	90.85	26,214.88
31	4/30/2021	920.09	832.02	88.07	25,382.86
32	5/31/2021	920.09	834.81	85.28	24,548.05
33	6/30/2021	920.09	837.61	82.48	23,710.44
34	7/31/2021	920.09	840.42	79.67	22,870.02
35	8/31/2021	920.09	843.25	76.84	22,026.77
36	9/30/2021	920.09	846.07	74.02	21,180.70

# **IBM Credit LLC** **Lease Payment Schedule**

**Lessee Name:** NORTON, CITY OF

**Lease/Purchase Supplement No:** 052927

Payment No.	Lease Payment Due Dates	Lease Payments (\$)	Principal Component (\$)	Interest Component (\$)	Prepayment Price (After Making Payment for Said Due Date) (\$)
37	10/31/2021	920.09	848.92	71.17	20,331.78
38	11/30/2021	920.09	851.76	68.33	19,480.02
39	12/31/2021	920.09	854.62	65.47	18,625.40
40	1/31/2022	920.09	857.49	62.60	17,767.91
41	2/28/2022	920.09	860.37	59.72	16,907.54
42	3/31/2022	920.09	863.25	56.84	16,044.29
43	4/30/2022	920.09	866.17	53.92	15,178.12
44	5/31/2022	920.09	869.07	51.02	14,309.05
45	6/30/2022	920.09	871.99	48.10	13,437.06
46	7/31/2022	920.09	874.92	45.17	12,562.14
47	8/31/2022	920.09	877.86	42.23	11,684.28
48	9/30/2022	920.09	880.81	39.28	10,803.47
49	10/31/2022	920.09	883.76	36.33	9,919.71
50	11/30/2022	920.09	886.73	33.36	9,032.98
51	12/31/2022	920.09	889.71	30.38	8,143.27
52	1/31/2023	920.09	892.71	27.38	7,250.56
53	2/28/2023	920.09	895.71	24.38	6,354.85
54	3/31/2023	920.09	898.72	21.37	5,456.13
55	4/30/2023	920.09	901.74	18.35	4,554.39
56	5/31/2023	920.09	904.77	15.32	3,649.62
57	6/30/2023	920.09	907.82	12.27	2,741.80
58	7/31/2023	920.09	910.86	9.23	1,830.94
59	8/31/2023	920.09	913.92	6.17	917.02
60	9/30/2023	920.09	917.02	3.07	0.00
<b>Totals:</b>		55,205.40	49,924.00	5,281.40	

# **IBM Credit LLC** **Lease Payment Schedule**

**Lessee Name:** NORTON, CITY OF  
**Lease/Purchase Supplement No:** 052927

QTY	Product Description	Serial No. / Alteration Reference No.	Principal Amt (\$)
1	8286 41A Power S814		34,280.00
1	9MT3 IBM IBM PREPAID MAINTENANCE		7,444.00
1	XSV2 OEM SERVICES		8,200.00
<b>Totals:</b>			<b>49,924.00</b>

**Lessee: NORTON, CITY OF**

\_\_\_\_\_

By: \_\_\_\_\_

Authorized signature

Name (type or print):

Title (type or print):

Date:

**Fred Ramey**

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**From:** Template List <GOVERNORSUPDATE@LISTSERV.COV.VIRGINIA.GOV> on behalf of Press, Governor Northam <press@GOVERNOR.VIRGINIA.GOV>  
**Sent:** Thursday, June 14, 2018 3:16 PM  
**To:** GOVERNORSUPDATE@LISTSERV.COV.VIRGINIA.GOV  
**Subject:** Governor Northam Announces \$1.265 Million in Grants to Localities for School Resource Officer and School Security Officer Positions



***Commonwealth of Virginia***  
***Office of Governor Ralph S. Northam***

**FOR IMMEDIATE RELEASE**

Date: June 14, 2018

**Office of the Governor**

Contact: Ofirah Yheskel

Email: [Ofirah.Yheskel@governor.virginia.gov](mailto:Ofirah.Yheskel@governor.virginia.gov)

**Department of Criminal Justice Services**

Contact: Albert Stokes, Grant Manager

Email: [albert.stokes@dcjs.virginia.gov](mailto:albert.stokes@dcjs.virginia.gov)

**Governor Northam Announces \$1.265 Million in Grants  
to Localities for School Resource Officer and School  
Security Officer Positions**

**RICHMOND**—Governor Ralph Northam announced today the award of grants totaling \$1.265 million to localities throughout the Commonwealth that will fund school resource officer (SRO) and school security officer (SSO) positions at elementary, middle, and high schools. The grants were awarded at the June 14 meeting of the Criminal Justice Services Board (CJSB).

The grant funds came from the School Resource Officer/School Security Officer Incentive Grant Program, a program funded through state general funds. Grant applications were reviewed by the Department of Criminal Justice Services (DCJS) and priority was given to schools without existing officers.

“Building and maintaining strong partnerships between local law enforcement agencies, local school divisions and local communities is critical to upholding Virginia’s commitment to keep our students safe,” **said Governor Northam**. “These positions will help schools and law enforcement work together to provide every child with the safe and healthy learning environment they need to succeed.”

“School resource officers exemplify successful community policing,” **said Brian Moran, Secretary of Public Safety and Homeland Security**. “Officers serve as mentors to the students and foster positive relationships between the school and the law enforcement agency. This collaboration not only helps protect our children, but also our communities as a whole.”

“One of the key components to ensuring comprehensive school safety is an effective school resource officer,” **said Atif Qarni, Secretary of Education**. “This funding will greatly help schools partner with officers to promote safety of our students and schools.”

The Virginia Center for School and Campus Safety is housed within DCJS and serves as a resource and training center for information and research about national and statewide safety efforts and initiatives in K-12 schools and institutes of higher education.

“We saw a 75 percent increase in SRO/SSO applications this year from last year,” **said Shannon Dion, Director of DJCS**. “It is clear that law enforcement agencies and school administrators want SROs in schools. The Virginia Center for School and Campus Safety will continue to support the SRO/SSO programs by providing trainings and resources like the Model SRO Memorandum of Understanding.”

This year, DCJS and the Center received 63 applications School Resource Officer/School Security Officer Incentive Grant Program. The CJSB approved a total of 40 grants, which will fund 40 positions: 14 at elementary schools, 14 at middle schools, and 12 at high schools, including technical schools. Of the approved grants, 22 were new grants and 18 were continuations of prior grants from previous years.

Information on the Virginia Center for School and Campus Safety and the localities receiving funding is available on the DCJS website, at [www.dcjs.virginia.gov](http://www.dcjs.virginia.gov).

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# Inter-Office Memo

**To:** Mayor and City Council  
**From:** Fred L. Ramey, Jr., City Manager *FR*  
**CC:**  
**Date:** August 3, 2018  
**Re:** Opportunity SWVA

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For the past year, the City of Norton has been partnering with UVA-Wise in the Opportunity SWVA program which has allowed us to share a Community Builder Position with the Town of Dungannon. At this meeting, our Community Builder, Daniel Pinard, will provide City Council with a brief overview of the program.

Thank You.



# Inter-Office Memo

**To:** Mayor and City Council  
**From:** Fred L. Ramey, Jr., City Manager *FLR*  
**CC:**  
**Date:** August 3, 2018  
**Re:** High Knob Outdoor Festival

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On the heels of the regional High Knob Master Planning Process, a group has been working very hard on an event that is hoped to celebrate and draw more attention to the recreational opportunities provided by High Knob. At this meeting, members of the planning group will provide an update to City Council.

Thank You.



# Inter-Office Memo

**To:** Mayor and City Council  
**From:** Fred L. Ramey, Jr., City Manager *FR*  
**CC:**  
**Date:** August 3, 2018  
**Re:** Façade Improvement Program

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As part of our Downtown Revitalization Program, plans are underway for another Façade Improvement Program for downtown businesses and property owners. The City Administration will provide an update to City Council.

Thank You.



# Inter-Office Memo

**To:** Mayor and City Council  
**From:** Fred L. Ramey, Jr., City Manager *FR*  
**CC:**  
**Date:** August 3, 2018  
**Re:** Entrepreneurial Business Plan Challenge

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As part of our Downtown Revitalization Program, plans are underway for the City's 2<sup>nd</sup> Entrepreneurial Business Plan Challenge. The City Administration will provide an update to City Council.

Thank You.

**SCHOOL BOARD**  
Sherry Adams, Chairperson  
Mark Leonard, Vice-Chairperson  
Carol Caruso  
April Fletcher  
Joseph Stallard



**COPY**

**58**

**DIVISION SUPERINTENDENT**  
Dr. Gina J. Wohlford  
gwohlford@nortoncityschools.org  
Phone 276.679.2330  
Fax 276.679.4315

TO: Jeff Shupe  
FROM: Jacqueline Brooke  
SUBJECT: Request for Funds

DATE: June 27, 2018

Norton City Schools requests a deposit of City Funds in the amount of \$100,000 to cover June payroll expenditures.

Thank you!

